

# ASSIGNMENT OF AGREEMENTS, PERMITS, LICENSES AND APPROVALS

## (Including Applicable Assigned Contracts and Project Plans and Specifications)

This Assignment of Agreements, Permits, Licenses and Approvals (Including Applicable Assigned Contracts and Project Plans and Specifications) (the "**Assignment**") is dated **March 14, 2026** and is made by **CONSTRUCTION BORROWER, a California limited liability company ("Borrower")** as assignor, to **SAMPLE BANK LENDER, a California corporation ("Lender")**, in connection with and as security for a construction loan from Lender to Borrower in the amount of **ONE MILLION AND 00/100 DOLLARS (US \$1,000,000.00)** (the "**Loan**").

The Loan is being made pursuant to a Loan Agreement (the "**Loan Agreement**"), is evidenced by a Promissory Note ("**Note**"), and is secured by a Mortgage, Assignment of Rents and Security Agreement (the "**Mortgage**"), all dated the same date as this Assignment. The Mortgage encumbers certain property (the "**Mortgaged Property**") including land located in Abbeville County, State of South Carolina described in exhibit A to the Mortgage (the "**Land**").

The proceeds of the Loan will be used to pay for the cost of constructing certain improvements as described in the Loan Agreement (the "**Project Improvements**").

Borrower has entered into a contract or contracts with that certain Architect identified in the architect's consent attached to this Assignment pertaining to Architect's architectural services in connection with the construction of the Project Improvements.

Borrower has entered into a contract or contracts with that certain Contractor identified in the contractor's consent attached to this Assignment pertaining to Contractor's general services in connection with the construction of the Project Improvements.

Borrower has entered into a contract or contracts with that certain Engineer identified in the engineer's consent attached to this Assignment pertaining to Engineer's engineering services in connection with the construction of the Project Improvements.

As described herein, Architect, Contractor and/or Engineer shall be referred to collectively and individually, as applicable, as the "**Construction Contracting Party**."

Lender requires that Borrower give this Assignment as a condition to making the Loan.

Lender also requires that each and every Construction Contracting Party, as applicable, shall execute that certain respective consent to this Assignment set forth in the exhibit(s) attached hereto, as a condition to the making of the Loan.

Borrower therefore agrees:

1. **Definitions.** As used in this Assignment, the following terms apply:

"**Assigned Documents**" mean, collectively, all Project Contracts, all Plans and Specifications, all Other Contracts, and all existing and future contracts and agreements providing for, conveying or relating to the Property Rights.

"**Event of Default**" means a default by Borrower under the Loan Documents as more specifically defined in the Loan Documents.

"**Loan Documents**" has the meaning as defined in the Loan Agreement, and includes the Loan Agreement, the Note, and the Mortgage, as well as this Assignment.

"**Other Contracts**" means any and all existing and future agreements and contracts between Borrower and any third parties not identified herein relating to the Land, the Mortgaged Property and the Project Improvements, together with any and all existing and future amendments, modifications, supplements, general conditions and addenda to said agreements and contracts thereto previously or hereafter entered into for the account of Borrower pertaining to any construction, utilities, services or other matters related to or in connection with the Project Improvements, the Land or the Mortgaged Property.

"**Plans and Specifications**" means the final plans and specifications for the Project Improvements prepared by each and every architect and/or engineer, together with all amendments, modifications, supplements, and

addenda, and all surveys, site plans, and plans and specifications for onsite and offsite improvements prepared by each and every architect and/or engineer in connection with the Project.

**"Project Contracts"** means all existing and future contracts and agreements for architectural, engineering, design and/or construction services in connection with the Project Improvements by and between Borrower and each and every architect, contractor and/or engineer, together with all amendments, modifications, supplements, general conditions and addenda previously or hereafter entered into between Borrower and each and every architect, contractor and/or engineer.

**"Property Rights"** means all permits, licenses, warranties, indemnities and approvals (including without limitation all building permits and other governmental entitlements and approvals) now or hereafter issued to Borrower or to Borrower's predecessor(s)-in-interest from time-to-time with respect to the Land, the Mortgaged Property, and/or the Project Improvements (including without limitation any Plans and Specifications, and/or all Contracts), together with any and all existing and future amendments, modifications, supplements and addenda thereto.

Other capitalized terms not defined in this Assignment have the meaning as set forth in the Loan Documents.

2. **Assignment of Assigned Documents.** Borrower hereby assigns, transfers and conveys to Lender all of Borrower's right, title and interest in and to the Assigned Documents.

3. **Appointment of Attorney-in-Fact.** Borrower hereby irrevocably appoints Lender as its attorney-in-fact, which appointment is coupled with an interest, to receive, demand and enforce after any Event of Default any and all of Borrower's rights with respect to the Assigned Documents and to perform any and all acts in the name of Borrower or at the option of Lender, in the name of Lender with the same force and effect as if performed by Borrower in the absence of this Assignment.

4. **Purpose of Assignment.** This Assignment is made for the purposes of securing:

(a) Payment of the principal sum, interest and Indebtedness evidenced by the Note.

(b) Payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of this Assignment or of the Note, the Mortgage, or the Loan Agreement.

(c) The performance and discharge of each and every obligation, covenant and agreement of Borrower contained in the Note, the Mortgage, the Loan Agreement or any Loan Documents.

5. **Lender's Rights to Assigned Documents.**

(a) So long as no Event of Default exists Borrower shall have the right to enjoy all of the rights arising out of the Assigned Documents.

(b) At any time after an Event of Default occurs, Lender shall have the right to enforce Borrower's rights and interest with respect to the Assigned Documents. Upon the occurrence of any Event of Default by Borrower, Lender may, without affecting any of Lender's rights and remedies against Borrower under any other instrument, document or agreement, exercise Lender's rights under this Assignment as Borrower's attorney-in-fact or in any other manner permitted by law. In addition, Lender shall have and possess, without limitation, any and all rights and remedies of a secured party under the South Carolina Uniform Commercial Code or as otherwise provided by law.

(c) Borrower hereby to Lender that: (i) no previous Assignment of Borrower's interest in and to or rights under the Assigned Documents has been made, other than to Lender; (ii) all covenants, agreements and conditions required to be performed or occur under the Assigned Documents as of the date hereof by Borrower have been performed or occurred. Borrower agrees not to materially amend, assign, sell, pledge or otherwise transfer or encumber in any manner Borrower's interest in or rights under and to the Assigned Documents without the prior written consent of Lender (which consent shall not be unreasonably withheld or delayed) so long as this Assignment remains in effect.

6. **Indemnity.** Borrower hereby agrees to protect, indemnify, defend and hold Lender free and harmless from and against any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses (including reasonable attorneys' fees) to which Lender may become exposed or which Lender may incur in exercising

any of Lender's rights under this Assignment, except where caused by Lender's gross negligence, willful misconduct or breach of contract. Borrower hereby expressly agrees that Lender shall not be liable for any loss sustained by Borrower resulting from Lender's exercise of the rights herein assigned to Lender after default by Borrower, except where caused by Lender's gross negligence, willful misconduct or breach of contract.

7. **Release of Assignment.** Upon payment in full of the principal sum, interest and Indebtedness secured hereby and by the Note, Mortgage, Loan Agreement and other Loan Documents, this Assignment shall become void and of no further force or effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of Lender showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon.

8. **Beneficiaries of Assignment.** This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Lender, to any lender participating in the Note, and to any subsequent holder of said Note, and shall be binding upon Borrower, its successors and assigns.

9. **Attorneys' Fees and Costs.** In the event of any dispute arising out of this Assignment or any action or proceeding to enforce the provisions of this Assignment, the prevailing party in such dispute, action or proceeding shall be entitled to recover from the losing party all costs and expenses incurred by the prevailing party in connection therewith, including without limitation Attorneys' Fees and Costs.

**SIGNATURE(S) ON FOLLOWING PAGE(S)**

**Borrower:**  
**CONSTRUCTION BORROWER,**  
a California limited liability company

By: \_\_\_\_\_  
**DREW SMITH,**  
**Manager**  
(SEAL)

SAMPLE

**EXHIBIT "A"**  
**Architect's Consent to Assignment of the Assigned Documents**

1. The undersigned architect ("**Architect**") hereby consents to the transfer and assignment of the Assigned Documents described in the attached Assignment to which this consent is attached, including, as applicable, any Project Contracts and/or Plans and Specifications by and between Architect and Borrower for the Project Improvements.

2. Architect hereby agrees and acknowledges that upon the Lender or its successors or assigns giving Architect written notice of Lender's exercise of its rights under the Assignment, Architect will recognize and attorn to Lender in accordance with the Assignment.

3. Architect further acknowledges, states and agrees that:

(a) To the best of Architect's knowledge Borrower has not assigned its interest under the Assigned Documents to any other person or entity.

(b) There presently exists no unpaid sums now due to Architect arising out of the performance by the Architect relating to the Assigned Documents; and

(c) Architect has no present claim against or lien upon the real property arising out of Architect's performance of any work or services, or provision of labor and materials, unless previously disclosed in writing by Architect to Lender.

4. The undersigned further acknowledges and agrees that the Note, the Mortgage, the Loan Agreement, and any other Loan Documents between Lender and Borrower are solely for the benefit of Lender and Borrower, and Architect has no interest in or claim upon any funds advanced by Lender by virtue of this consent to assignment.

Dated: \_\_\_\_\_, 20\_\_

**Architect:**

**SAM ARCHITECT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

**EXHIBIT "B"**  
**Contractor's Consent to Assignment of the Assigned Documents**

1. The undersigned contractor ("**Contractor**") hereby consents to the transfer and assignment of the Assigned Documents described in the attached Assignment to which this consent is attached, including, as applicable, any Project Contracts and/or Plans and Specifications by and between Contractor and Borrower for the Project Improvements.

2. Contractor hereby agrees and acknowledges that upon the Lender or its successors or assigns giving Contractor written notice of Lender's exercise of its rights under the Assignment, Contractor will recognize and attorn to Lender in accordance with the Assignment.

3. Contractor further acknowledges, states and agrees that:

(a) To the best of Contractor's knowledge Borrower has not assigned its interest under the Assigned Documents to any other person or entity.

(b) There presently exists no unpaid sums now due to Contractor arising out of the performance by the Contractor relating to the Assigned Documents; and

(c) Contractor has no present claim against or lien upon the real property arising out of Contractor's performance of any work or services, or provision of labor and materials, unless previously disclosed in writing by Contractor to Lender.

4. The undersigned further acknowledges and agrees that the Note, the Mortgage, the Loan Agreement, and any other Loan Documents between Lender and Borrower are solely for the benefit of Lender and Borrower, and Contractor has no interest in or claim upon any funds advanced by Lender by virtue of this consent to assignment.

Dated: \_\_\_\_\_, 20\_\_

**Contractor:**

**SAMPLE GENERAL CONTRACTOR, A COLORADO GENERAL PARTNERSHIP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

**EXHIBIT "C"**  
**Engineer's Consent to Assignment of the Assigned Documents**

1. The undersigned engineer ("**Engineer**") hereby consents to the transfer and assignment of the Assigned Documents described in the attached Assignment to which this consent is attached, including, as applicable, any Project Contracts and/or Plans and Specifications by and between Engineer and Borrower for the Project Improvements.

2. Engineer hereby agrees and acknowledges that upon the Lender or its successors or assigns giving Engineer written notice of Lender's exercise of its rights under the Assignment, Engineer will recognize and attorn to Lender in accordance with the Assignment.

3. Engineer further acknowledges, states and agrees that:

(a) To the best of Engineer's knowledge Borrower has not assigned its interest under the Assigned Documents to any other person or entity.

(b) There presently exists no unpaid sums now due to Engineer arising out of the performance by the Engineer relating to the Assigned Documents; and

(c) Engineer has no present claim against or lien upon the real property arising out of Engineer's performance of any work or services, or provision of labor and materials, unless previously disclosed in writing by Engineer to Lender.

4. The undersigned further acknowledges and agrees that the Note, the Mortgage, the Loan Agreement, and any other Loan Documents between Lender and Borrower are solely for the benefit of Lender and Borrower, and Engineer has no interest in or claim upon any funds advanced by Lender by virtue of this consent to assignment.

Dated: \_\_\_\_\_, 20\_\_

**Engineer:**

**SAMPLE ENGINEER, A CALIFORNIA LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)